

Islamic Republic of Afghanistan
Ministry of Energy and Water

ریاست تدارکات

آمریت تدارکات ساختمانی

تاریخ: ۱۹ / ۶ / ۱۳۹۷

شماره
۲۵۲
۱۰۸

به ریاست محترم مالی و حسابی!

موضوع: قرارداد پروژه شبکه توزیعی 20/0.4 kv در 21 قریه ولایت بادغیس .

ضم نامه هذا قرارداد پروژه شبکه توزیعی 20/0.4 kv در 21 قریه ولایت بادغیس فی مابین این وزارت و کمپنی محترم Supreme & Co. Pvt. LTD دارای کود نمبر (MEW/001-96/ICB) به قیمت مجموع مبلغ (1,886,102.44) یک میلیون و هشت صد و هشتاد و شش هزار و یک صد و دو اعشاریه چهل و چهار دالر امریکایی عقد و قرار داد صورت گرفته است.

اینک تمام اسناد تخنیکي و مالی درقید (۷۵۴) ورق جهت اجراءات بعدی بشما ارسال گردید توقع میروود بادر نظر داشت قرارداد مذکور هریک به سهم خویش اجراءات قانونی خواهند فرمود .

با احترام

محمد ابراهیم " ابرم "

رئیس تدارکات

PAJHWOK
Afghan News

کاپی به: به اداره محترم تدارکات ملی .

کاپی به: اداره محترم ارگانهای محل .

کاپی به: کمپنی Supreme & Co. Pvt. LTD.

کاپی به: ریاست عواید (وزارت محترم مالیه)

کاپی به: مقام محترم ولایت بادغیس

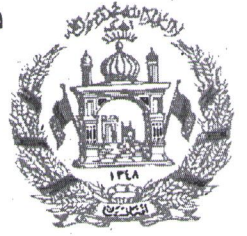
کاپی به: شورای محترم ولایتی بادغیس

کاپی به: آمریت محترم تسهیل قراردادها

کاپی به: مدیریت محترم عمومی کنترول



د افغانستان اسلامي جمهوري دولت
د انرژي او اوبو وزارت
دولت جمهوري اسلامي افغانستان
وزارت انرژي و آب
Islamic Republic of Afghanistan
Ministry of Energy and Water



مالي او اداري معينيت
دتهي اوتداركاتو رياست
آمریت تدارکات امورساختماني

Contract Between

Ministry of Energy and Water

And

M/s Supreme & Company Private LTD

FOR

BADGHIS 20/0.4KV DISTRIBUTION NETWORK PROJECT
FOR 21 VILLAGES ALONG THE 110KV TRANSMISSION
LINE, BADGHIS PROVINCE, AFGHANISTAN

Contract No: MEW/002/96-ICB

BUDGET REF.: AFG/





د افغانستان اسلامي جمهوري دولت
د انرژي او اوبو وزارت
دولت جمهوري اسلامي افغانستان
وزارت انرژي و آب
Islamic Republic of Afghanistan
Ministry of Energy and Water
مالي او اداري معيښت
د تداركاتو رياست



Contract Agreement

THIS CONTRACT AGREEMENT is made the 18 day of March, 2018.

BETWEEN

(1) **Ministry of Energy and Water, Government of Islamic Republic of Afghanistan**, a corporation incorporated under the laws of **Afghanistan** and having its principal place of business at Darul-Aman Road, Kabul, Afghanistan (hereinafter called "the Employer"),
And

(2) **M/S SUPREME & CO. PVT. LTD**, a corporation incorporated under the laws of **India** and having its principal place of business at 33/1 Netaji Subhash Road, 339 Marshall house, Kolkata-700020, India (www.supreme.in ho@supreme.in, info@supreme.in) (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. **BADGHIS 20/0.4KV DISTRIBUTION NETWORK PROJECT FOR 21 VELLAGES ALONG THE 110 KV TRANSMISSION LINE Badghis, Province – MEW/02-96/ICB**. ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract 1.1 Contract Documents (Reference GCC Clause 2)

Documents

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- This Contract Agreement and the Appendixes hereto
- Bid and Price Schedules submitted by the Contractor
- Special Conditions of Contract
- General Conditions of Contract
- Technical Specifications and Drawings



(f) Procedures (as listed)

(g) *Any other documents shall be added here*

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: **One Million Eight hundred eighty six thousand one hundred two dollars and forty four cents, (\$1,886,102.44)** as specified in Price Schedule No. 5 (Grand Summary), and *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.

The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of (**\$1,185,036.696 one million one hundred eighty-five thousand thirty-six dollars and six hundred ninety-six cents**) and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.



In the event that the amount payable under Schedule No. 5 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

Article 3. Effective 3.1 Effective Date (Reference GCC Clause 1)

**Date for
Determining
Time for
Completion**

The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; and Notice to proceed
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

**Article 4.
Appendixes**

- 4.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.



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5. The Accepted Contract Amount for the Works in: \$ 1,886,102.44 USD (One million eight hundred eighty six thousand one hundred two dollars and forty four cents).

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signed by, for and on behalf of the Employer

Eng. Ali Ahmad Osmani
Minister for Ministry of Energy and Water, Kabul, Afghanistan.

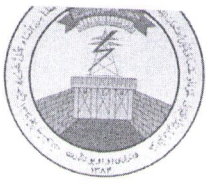
Signed by, for and on behalf of the Contractor

Signed by:
M/s Supreme & Company Private-LTD



PAJHWOK
Afghan News





Islamic Republic of Afghanistan
Ministry of Energy and Water

ریاست تدارکات

آمریت تدارکات ساختمانی

تاریخ: ۳/۱۹/۱۳۹۷

شماره ۳۶۱
۱۱۰

به ریاست محترم مالی و حسابی!

موضوع: قرارداد پروژه شبکه توزیعی 20/0.4 kv مانوگی ولایت کنر

اینک ضم نامه هذا قرارداد پروژه شبکه توزیعی 20/0.4 kv مانوگی ولایت کنر فی مابین این وزارت و کمپنی محترم Supreme & Co. Pvt. LTD دارای کد نمبر (MEW/001-96/ICB) و قیمت مجموع مبلغ (1,826,055.17) یک میلیون و هشت صدو بیست و شش هزار و پنجاو پنج اعشاریه هفده دالر امریکایی قرار داد صورت گرفته است.

اینک تمام اسناد تخنیکي ومالی درقید (۶۵۶) ورق جهت اجراءت بعدی بشما ارسال گردید توقع میروود بادر نظر داشت قرار داد مذکور هر یک به سهم خویش اجراءت قانونی خواهند فرمود.

با احترام

محمد ابراهیم " ابرم "

رئیس تدارکات

PAJHWOK
Afghan News

کاپی به: به اداره محترم تدارکات ملی .

کاپی به: اداره محترم ارگانهای محل.

کاپی به: کمپنی Supreme & Co. Pvt. LTD.

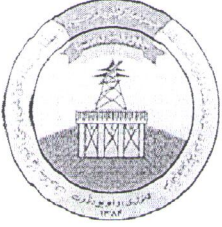
کاپی به: ریاست عواید (وزارت محترم مالیه)

کاپی به: مقام محترم ولایت کنر

کاپی به: شورای محترم ولایتی کنر

کاپی به: آمریت محترم تسهیل قرارداد ها

کاپی به: مدیریت عمومی کنترول .



د افغانستان اسلامي جمهوري دولت
د انرژي او اوبو وزارت
دولت جمهوري اسلامي افغانستان
وزارت انرژي و آب
Islamic Republic of Afghanistan
Ministry of Energy and Water



مالي او اداري معينيت
دتهي اوتداركاتو رياست
آمریت تداركات امورساختماني

Contract Between

Ministry of Energy and Water

And

M/s Supreme & Company Private LTD

FOR

MANOGAI MEDIUM & LOW VOLTAGE DISTRIBUTION
NETWORK PROJECT

PAJHWOK
Afghan News

Contract No: MEW/001/96-ICB

BUDGET REF.: AFG/





د افغانستان اسلامي جمهوري دولت
د انرژي او اوبو وزارت
دولت جمهوري اسلامي افغانستان
وزارت انرژي و آب
Islamic Republic of Afghanistan
Ministry of Energy and Water

مالي او اداري معينيت
د تداركاتو رياست



Contract Agreement

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BETWEEN

(1) **Ministry of Energy and Water, Government of Islamic Republic of Afghanistan**, a corporation incorporated under the laws of **Afghanistan** and having its principal place of business at Darul-Aman Road, Kabul, Afghanistan (hereinafter called "the Employer"),

And

(2) **M/S SUPREME & CO. PVT. LTD**, a corporation incorporated under the laws of **India** and having its principal place of business at 33/1 Netaji Subhash Road, 339 Marshall house, Kolkata-700020, India (www.supreme.in ho@supreme.in, info@supreme.in) (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. **MANOGAI MEDIUM AND LOW VOLTAGE DISTRIBUTION NETWORK PROJECT Kunar, Province – MEW/01-96/ICB**. ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract 1.1 Contract Documents (Reference GCC Clause 2) **Documents**

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

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Article 2. Contract

Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: **one million eight hundred twenty-six thousand fifty-five dollars and seventeen cents, (\$1,826,055.17)** as specified in Price Schedule No. 5 (Grand Summary) and *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.

The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of **(\$1,161,459.99 one million one hundred sixty-one thousand four hundred fifty-nine dollars and ninety-nine cents)** and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.



In the event that the amount payable under Schedule No. 5 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

**Article 3. Effective
Date for
Determining
Time for
Completion**

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; and Notice to proceed
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
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Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

**Article 4.
Appendixes**

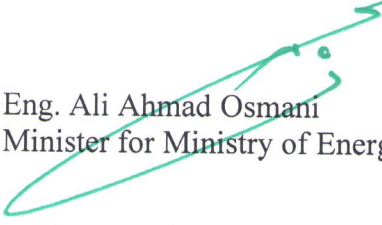
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-
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In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signed by, for and on behalf of the Employer



Eng. Ali Ahmad Osmani
Minister for Ministry of Energy and Water, Kabul, Afghanistan.

Signed by, for and on behalf of the Contractor

Signed by:
M/s Supreme & Company Private LTD



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